

Application for Connect-at.net

CONNECT-AT.NET (PTY) LTD
Reg No 2012/32389/07 VAT 4910263757

FOR OFFICE USE

Sales Agent Name:

Debtor Code:

New Account: Additional Account:

CONNECT

WWW.CONNECT-AT.NET

Your Contact Details (Please complete this IN FULL, IN BLOCK LETTERS AND BLACK INK)

TITLE: FIRST NAME(S): LASTNAME:

COMPANY NAME: TRADING NAME:
(If a company) (If applicable)

BUSINESS VAT NUMBER: BUSINESS REGISTRATION NUMBER:
(If applicable) (If applicable)

IDENTITY NUMBER: DATE OF BIRTH:

TEL NUMBER: CELL PHONE NUMBER:
(Home)

TEL NUMBER: FAX NUMBER: E-MAIL ADDRESS:
(Work) (Existing)

RESIDENTIAL ADDRESS: POSTAL ADDRESS:
CODE: CODE:

INSTALLATION ADDRESS & INSTRUCTIONS:
(OFFICE HOURS ONLY)

E-mail Address and Password

PREFERRED E-MAIL ADDRESS: @connect-at.net PASSWORD:
Passwords must be 6-8 alphanumeric characters.

2ND E-MAIL OPTION: @connect-at.net PASSWORD:

Your email address must be no less than 3 and no more than 12 alphanumeric characters. Please do not use the following characters: # & () ? + { } , ; \ "

Authority for Debit Order / Payment Details

Debit my bank account as shown in favor of Connect-at.net with the total amount due and payable by me, as specified under this agreement.

ACCOUNT HOLDER'S NAME: BANK:

BRANCH: BRANCH CODE: ACCOUNT NO:

TYPE OF ACCOUNT: CHEQUE: CURRENT: TRANSMISSION: SAVINGS: OTHER:

AUTHORISED SIGNATURE:

Any cancellation of a debit order after activation, could result in Connect-at.net suspending the service. All cancellation costs and failed debit transactions costs will be incurred by the account holder.

Services

DATA LINE: Y N INTERNET: Y N DOMAIN HOSTING: Y N EMAIL REGISTRATION: Y N

DATA TO BE CAPPED ON: SECURE DEPOSIT AMOUNT:

Charges (once-off)

	INCL. VAT	INITIAL
HARDWARE & INSTALLATION	R ,00	
SWITCH (qty <input type="text"/>) PORT	R ,00	
ADDITIONAL NETWORK POINTS	R ,00	
WIRELESS ROUTER	R ,00	
OTHER <input type="text"/>	R ,00	
TOTAL	R ,00	

Charges (monthly)

	INCL. VAT	INITIAL
DATA LINE	R ,00	
INTERNET CAP	R ,00	
DOMAIN HOSTING	R ,00	
MONTHLY SUBSCRIPTION FEE	R ,00	
MONTHLY ADMIN FEE	R ,00	
TOTAL	R ,00	

All accounts will be pre-paid, accounts not settled in advance could result in Connect-at.net suspending the service without any notification. Full deposit required before any installation will be scheduled

Declaration

- This Application Form must be accompanied by a certified copy of your S.A. ID Document or Passport and proof of address.
- I declare that the information given by me is true and correct.
- I have read, understand and agree to be bound by the Terms and Conditions printed overleaf of this agreement.
- All equipment remains the property of Connect-at.net until account fully settled. Connect-at.net has the right to confiscate any and all equipment if account not fully settled
- No variation or addition to this Application Form will be binding on any of the parties unless recorded in writing and signed by both parties. Activation by Connect-at.net of any services provided to you in terms of this Application Form shall not in any way constitute Connect-at.net acceptance of any variation or addition to the Application Form or to any of our Terms and Condition applicable to the services. Your use of Connect-at.net indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and Connect-at.net. If you do not want to be bound by the Terms, you must not use or subscribe to the Connect-at.net.

PRINT NAME:
DATE:
(DD/MM/YYYY)

SIGNATURE:

GENERAL TERMS AND CONDITIONS

INTERPRETATIONS

"Connect-At.net" means CONNECT-AT.NET (Pty) Ltd. Reg. No 2012/132389/07

"Agreement" means these general terms and conditions, together with any specific terms and conditions associated with each order for Service from .

"Network" means Connect-At.net network or the connected networks on the Internet

"Service" means an Internet or Intranet connection

"Infrastructure" means Connect-At.net network and servers

"Client" means either a natural person or a company

"Installation hardware" means either an antenna assembly, a fiber optics access to our network or any other connection to our network

GENERAL TERMS

By using or subscribing to the Connect-At.net you agree that you have read, understand and are bound by:

Your use of the Connect-At.net indicates your acceptance without modification of the Terms, which will constitute a legal agreement between you and Connect-At.net. If you do not want to be bound by the Terms, you must not use or subscribe to the Connect-At.net.

Connect-At.net reserves the right to update or revise the Terms from time to time on notice to you by email. The updated or revised version of the Terms and Conditions will be available at our offices.

Your continued use of the Services following the email of any changes to the Terms and Conditions constitutes your acceptance of those changes.

Unless the context clearly indicates the contrary, any term defined in the General Terms and Conditions when used herein, shall bear the same meaning as defined in the General Terms and Conditions.

PROVISIONS SEVERABLE

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

THE NETWORK

The user acknowledges that Connect-At.net is unable to exercise control over the data passing over the infrastructure and the Internet, including but not limited to any websites, electronic mail transmissions, news groups, discussion forums or other material created or accessible over its infrastructure. Therefore, Connect-At.net is not responsible for the contents or data transmitted over its infrastructure.

Connect-At.net's infrastructure may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

The user may obtain and download any materials marked as available for download off the Internet, but is not permitted to use their Internet access to distribute any copyrighted materials unless permission for such distribution is granted to the user by the owner of the materials.

The user is prohibited from obtaining, disseminating or facilitating over Connect-At.net network any unlawful materials, including but not limited to:

*Copying or dealing in intellectual property without authorization,

*Child pornography, Pornography and/or

*Any unlawful hate-speech materials.

CONDITIONS OF SERVICE

Connect-At.net hereby, with effect from the effective date, grants you access to the Services subject to the following terms:

You hereby acknowledge receipt of such access and agree that:

You will use your username and password for your own use only.

You will not disclose your username and password to any other person for any reason whatsoever and will maintain the confidentiality thereof in the event you're your password is compromised, you will immediately notify Connect-At.net and change your password.

QUALITY OF SERVICE

Connect-At.net is committed to delivering data transfer speeds at or as close as possible to your allotted plan speed but cannot provide any guarantees because the network can be influenced by factors beyond our control.

SERVICE AVAILABILITY

While Connect-At.net will endeavor to make its services available 24 hours a day, seven days a week, Connect-At.net does not guarantee that the Customer will have access to the service at all times. Connect-At.net shall not be liable to you or any other person whatsoever in respect of any loss or damages caused by or arising from unavailability of or any

Connect-At.net will use its best endeavors to notify you of any maintenance and repairs, which may result in the service being unavailable, but does not warrant that such notice will be given in advance.

All notifications will be given via email or SMS notification.

PAYMENT CONDITIONS

Connect-At.net sells access to its network on a secure deposit basis.

Connect-At.net will accept no payments made by cheque.

Connect-At.net will only accept debit order or EFT. All accounts are pre-paid and due on the 3rd of each month. An administrative fee of R100 will be charged, if customer does not pay with debit order submitted by Connect-At.net. This fee will be revised annually.

Should you fail to pay any amount on the due date for payment or should he be in breach of the General Terms and Conditions, without prejudice to any other rights Connect-At.net may have such amount bear interest at the rate of 2% above the prime overdraft from time to time, calculated from the due date until the date of payment (both dates inclusive). Accounts not paid by the 3rd of each month will pay a re-connection fee of R100.

Connect-At.net shall be entitled to take all such further steps as may be necessary to recover the outstanding amount from you, in which event you agree to pay all costs associated with such recovery on an attorney and own client basis;

Connect-At.net shall be entitled to, without notice, suspend your access to the Service until such time as the outstanding amount has been paid in full; and/or

Connect-At.net shall be entitled to terminate this agreement with immediate effect.

Any unused Data will expire at the end of that month. It is specifically agreed that should you not have used your data budget fully, you shall not be entitled to any credit and/or refund for the unutilised portion.

You may have your service frozen for a maximum of 3 months per year if you wish to go on holiday; however you will inform Connect-At.net of such an decision on 1 (one) calendar notice to us.

Connect-At.net shall, in its sole discretion, be entitled to increase or decrease the Subscriber Fee at any time with 30 days notice.

Connect-At.net clients are liable to pay for all data used.

You may not withhold payment of any amount due to Connect-At.net in terms of this agreement by reason of any alleged breach of this agreement by Connect-At.net, nor will you be entitled to any discount, refund or other credit under any circumstance.

The hardware and all other installed equipment remains the property of Connect-At.net until all accounts are fully paid.

DEBIT ORDER

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) for the total amount due on my/our account. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account; Monthly; on or after the dates when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not be more or less than the obligation due; each failed debit order will be charged an admin fee of R50; I/ We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

EMAIL USE

It is explicitly prohibited to send unsolicited bulk mail messages (junk mail or spam) of any kind (commercial advertising, political tracts, announcements, etc). This is strongly objected to by most Internet users and the repercussions against the offending party and Connect-At.net can often result in disruption of service to other users connected to Connect-At.net. In addition, spam is unlawful in terms of the Electronic Communications and Transaction Act 2002, and Connect-At.net is entitled to take appropriate steps against the User in contravention of these provisions of the Act.

Maintaining of mailing lists by users of Connect-At.net is accepted only with the permission and approval of the list members, and at the member's sole discretion. Should mailing lists contain invalid or undeliverable addresses or addresses of unwilling recipients those addresses must be promptly removed. Users may not forward or propagate chain letters nor malicious e-mail.

Public relay occurs when a mail server is accessed by a third party and utilised to deliver mails, without the authority or consent of the owner of the mail-server.

Users mail servers must be secure against public relay as a protection to both themselves and the Internet at large. Mail servers that are unsecured against public relay often become abused by unscrupulous operators for spam delivery and upon detection such delivery must be disallowed.

Connect-At.net reserves the right to examine users mail servers to confirm that their server is not a public relay and the results of such checks can be made available to the user. Connect-At.net also reserves the right to examine the mail servers of any users using Connect-At.net mail servers for "smart hosting", content filtering or similar services at any time to ensure that the servers are properly secured against public relay. All relay checks will be done in strict accordance with Connect-At.net policy of preserving customer privacy. Connect-At.net will not take responsibility for any email address not hosted with Connect-At.net.

Connect-At.net take no liability for loss resulting from use of the Service unless that liability cannot be excluded by law - in which case, Connect-At.net limits its liability to re-supply the services. Connect-At.net will not take responsibility for viruses, loss of emails, or domain changes as for this is a FREE service offered to our clients.

INSTALLATION

The agreed installation date may be changed based on reasons beyond Connect-At.net control like, but not limited to, bad weather conditions.

You undertake to obtain any approval or authority imposed by a competent authority or body (including without limitation lessors, body corporate's, provincial and local municipalities) relating to the installation of the access device, the supply of the Service to you at your address, and matters related thereto. In this regard, you indemnify Connect-At.net against any claims, damages or liabilities instituted against, suffered or incurred by Connect-At.net arising from your failure to obtain such approvals and authorities and call out fee will be charged per hourly rate. If an installation date was arranged and Connect-At.net has confirmed the date with you and client fails to be at premises at such time you will be liable for call out charge to a minimum of one-hour rate.

If a call out was scheduled through our office and client fails to be at premises you will pay for a minimum of a 1-hour call out fee.

You will be liable for all data usage and Connect-At.net will not be liable to trace websites visited or downloads made on the network by client.

You are liable to trace your own surfing and downloading. Connect-at.net will only supply client with the total of data usage and not to how it was used. This is your responsibility.

COMMUNICATION

Connect-At.net preferred and primary form of communications with its Customers is via email, and it is the Customer's responsibility to provide up-to-date contact details at time of signature, and on any subsequent change in those details. I/we hereby confirm that the mentioned physical address shall be my/our domicilium citandi et executandi.

EXCLUSION OF LIABILITY

I/We hereby indemnify Connect-At.net against any damages, loss, and claims or cost that may result from work being done in connection with the service being rendered and/or removal of the service being rendered and/or removal of the service. The Customer is wholly responsible for its data and software, and -for example- should retain a backup of all data or software. Connect-At.net will not take responsibility for viruses and additional data consumed due to a virus on the customer's monthly invoice. Connect-At.net and staff is not liable for any damages occurred whilst installation or call-out.

VARIATIONS ON THE AGREEMENT

Connect-At.net may vary these terms and conditions (including configuration, product structure, cost or any other components on all services and any other terms) at Connect-At.net town discretion. If Connect-at.net varies these terms after the Customer has been given access to the Service, and the Customer is materially worse off, Connect-At.net will give the Customer 30 (thirty) days notice of that change, unless any change is required by law or necessary to prevent fraud or for security or technical reasons, in which case Connect-At.net will give the Customer ample notification via email.

WARRANTY

The installation hardware supplied by Connect-At.net are subject to a 3 (three) months manufacturer's warranty. Connect-At.net will not cover any costs on any hardware that was damaged or fail to work after 7 (seven) days of first installation date.

TERMINATION OF THE CONTRACT

If you terminate your agreement with Connect-At.net for whatsoever reason the following terms will apply: CONNECT-AT.NET Pty (LTD) will not refund to you any fees paid in advance of such termination and you shall be required to pay 100% of your outstanding account with CONNECT-AT.NET. Your termination request or notice must be submitted to CONNECT-AT.NET Pty (LTD) at least (30) days prior termination date. Termination will only be excepted by CONNECT-AT.NET Pty (LTD) if an cancellation docket supplied by us are correctly filled in and supplied with a copy of your Identification Document.